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**US AUTO WAREHOUSE – 003, LLC,**

**PIONEERS GATE LLC,**  
as Class A Agent and Collateral Agent,

**MIDTOWN MADISON MANAGEMENT LLC,**  
as Class B Agent

and

**WESTLAKE PORTFOLIO MANAGEMENT, LLC,**  
as Servicer

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SERVICING AGREEMENT

Dated as of May 22, 2023

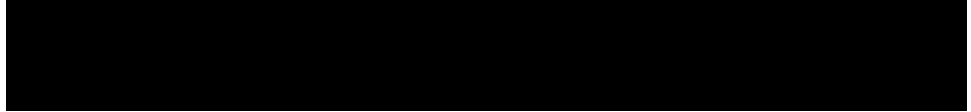
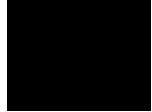
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TABLE OF CONTENTS

Page

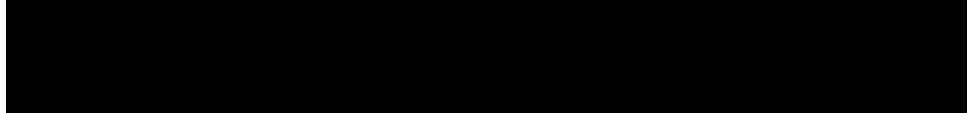
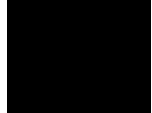
ARTICLE I DEFINITIONS .....	1
-----------------------------	---

Section 1.1	Definitions.....	1
-------------	------------------	---



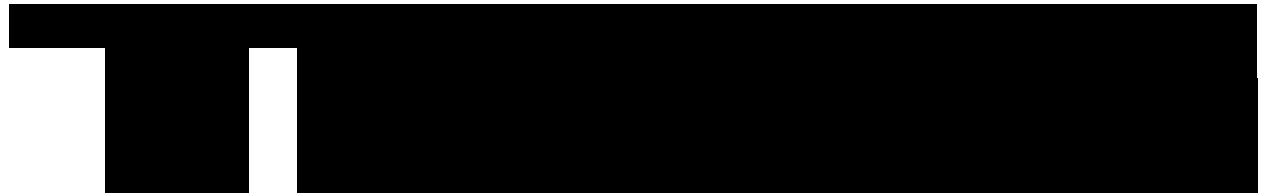
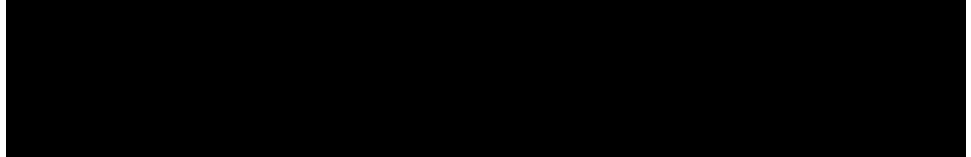
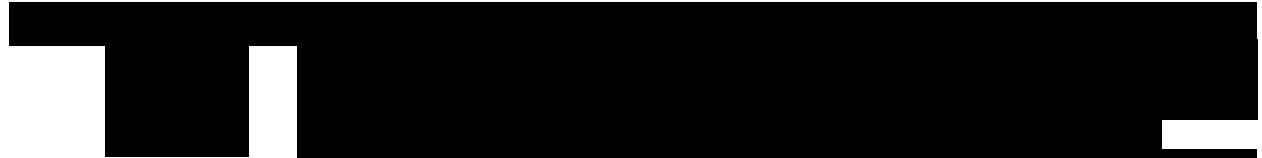
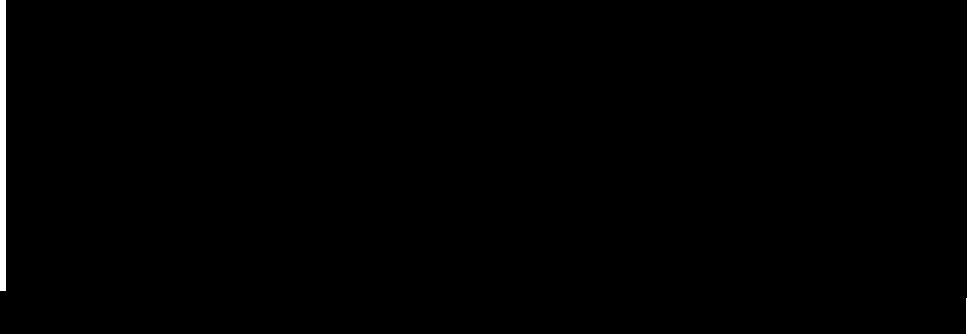
ARTICLE II BOARDING MATTERS; ACCESS TO RECEIVABLE FILES AND LIEN CERTIFICATES.....	10
--	----

Section 2.1	Receivables; Boarding Fee .....	10
-------------	---------------------------------	----



ARTICLE III ADMINISTRATION AND SERVICING OF RECEIVABLES.....	13
--	----

Section 3.1	Duties of the Servicer.....	13
-------------	-----------------------------	----



Page



SCHEDULES

Schedule A — Schedule of Receivables..... SA-1

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This SERVICING AGREEMENT dated as of May 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among US AUTO WAREHOUSE – 003, LLC (“Company”), PIONEERS GATE LLC, as agent for the Class A Lenders (in such capacity, “Class A Agent”) and as initial collateral agent (in such capacity, “Collateral Agent”), MIDTOWN MADISON MANAGEMENT LLC, as agent for the Class B Lenders, (in such capacity, the “Class B Agent” and together with the Class A Agent, each an “Agent” and collectively, the “Agents”), and WESTLAKE PORTFOLIO MANAGEMENT, LLC, a California limited liability company (“Servicer”), as the servicer.

WHEREAS, the Company has entered into a Loan and Security Agreement, dated as of December 7, 2020, as amended and restated on February 22, 2022 (as may be further amended, supplemented or modified from time to time, the “Loan Agreement”), with USASF Servicing LLC as servicer, the Paying Agent, as defined therein (the “Paying Agent”), the Collateral Agent, the Agents and the lenders that are signatories thereto from time to time, pursuant to which the Lenders have made and may continue to make certain loans to the Company as provided therein.

WHEREAS, the Company acquires Receivables including the servicing rights with respect thereto, which servicing rights have been collaterally assigned to the Collateral Agent, and which are currently being serviced by USASF Servicing LLC.

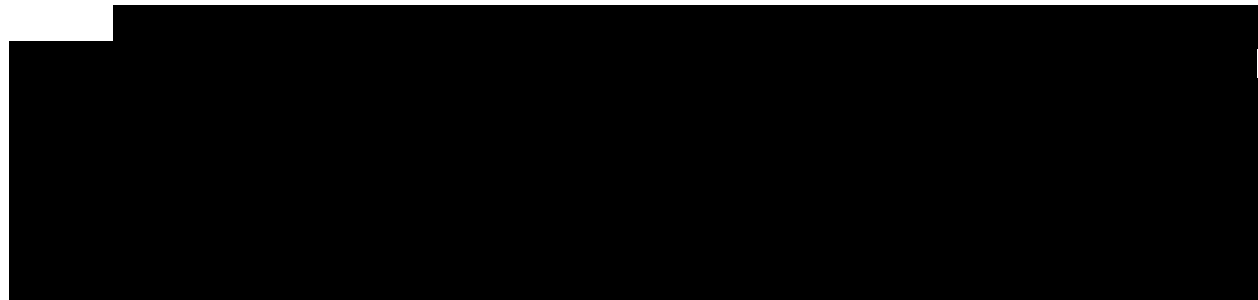
WHEREAS, Company, the Collateral Agent and the Agents desire to enter into this Agreement pursuant to which Servicer will perform the servicing duties with respect to the Receivables as described herein for and on behalf of Company.

WHEREAS, to further secure the Company’s Obligations under the Loan Agreement, the Company has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other things, the Company’s rights under this Agreement, and the Servicer agrees that all covenants and agreements made by the Servicer herein with respect to the Receivables shall also be for the benefit and security of the Agents, all Lenders and the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

Section 1.1 Definitions. Certain capitalized terms used throughout this Agreement are defined above or in this Section 1.1. In addition, capitalized terms used but not defined herein have the meanings given to such terms in the Loan Agreement.



[REDACTED]

[REDACTED]

“Closing Date” means May 22, 2023, or the first Business Day thereafter on which all conditions to the effectiveness of this Agreement have been satisfied.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Company” has meaning set forth in the recitals.

“Contract” means an Installment Sale Contract, as such term is defined in the Loan Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Financed Vehicle” means the Vehicle securing the Obligor’s indebtedness under the related Receivable.

[REDACTED].

[REDACTED]

[REDACTED]

“Obligor” means, with respect to an Installment Sale Contract and the related Receivable, an Account Debtor, as such term is defined in the Loan Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Receivables” means indebtedness owed by an Obligor under a Contract, whether constituting an account, chattel paper or general intangible, arising out of or in connection with the sale, refinancing or loan made by Seller (or a predecessor in interest to Seller) with respect to a Financed Vehicle in connection therewith, and includes the right of payment of any finance charges and other obligations of such Obligor with respect thereto. A schedule of the Receivables as of the Closing Date appears in Schedule A.

[REDACTED]

[REDACTED]

[REDACTED]

“Seller” means U.S. Auto Finance, Inc., a Delaware corporation.

“Servicer” means Westlake Portfolio Management, LLC, a California limited liability company and its permitted successors and assigns in its capacity as Servicer and any successor Servicer appointed pursuant to Section 7.3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Westlake” means Westlake Services, LLC.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II  
BOARDING MATTERS; ACCESS TO RECEIVABLE FILES AND LIEN CERTIFICATES

Section 2.1 Receivables; Boarding Fee.

(a) The Receivables subject to this Agreement will consist of the Receivables set out in Schedule A hereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE III  
ADMINISTRATION AND SERVICING OF RECEIVABLES

Section 3.1 Duties of the Servicer.

(a) The Servicer is hereby authorized to act as agent for the Company and in such capacity shall manage, service, administer and make collections on the Receivables, and perform the other actions required by the Servicer under this Agreement. In performing its duties hereunder, the Servicer shall have full power and authority to do or cause to be done any and all things in connection with such servicing and administration which it may deem necessary or desirable, within the terms of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

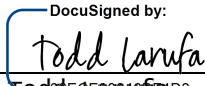
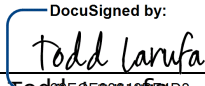
[REDACTED]

[REDACTED]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and the year first above written.


WESTLAKE PORTFOLIO MANAGEMENT,  
LLC,  
as Servicer

By:  \_\_\_\_\_  
Name:  Todd Larufa  
Title: vice President

US AUTO WAREHOUSE – 003, LLC  
as the Company

By: J. Christian Rudolph  
Name: J. Christian Rudolph  
Title: Manager


PIONEERS GATE LLC  
as Class A Agent and Collateral Agent

By: 

Name: Mark Golombeck

Title: Managing Director

MIDTOWN MADISON MANAGEMENT LLC  
as Class B Agent

By:   
Name: David Aidi  
Title: Authorized Signatory

SCHEDULE A

SCHEDULE OF RECEIVABLES

[On file in electronic form with the Servicer]